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09/151,666	09/11/1998	WILLIAM M. SEAL	BS100/177618	8180

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EXAMINER

MEINECKE DIAZ, SUSANNA M

ART UNIT	PAPER NUMBER
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3623

DATE MAILED: 05/07/2003

7

Please find below and/or attached an Office communication concerning this application or proceeding.

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Office Action Summary

Application No.

09/151,666

Applicant(s)

SEAL ET AL.

Examiner

Susanna M. Diaz

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 16 August 1999.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 5-42 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 5-42 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 11 September 1998 is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892) 4) ☒ Interview Summary (PTO-413) Paper No(s). Z.
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____. 6) ☐ Other: _____

DETAILED ACTION

1. The previous Non-Final Office action (paper no. 5) is vacated due to Applicant's resubmission of a missing Preliminary Amendment that was originally filed August 16, 1999. In this Preliminary Amendment, claims 1-4 were cancelled and claims 5-42 were added.

The present Non-Final Office action addresses pending claims 5-42.

Drawings

2. The drawings are objected to as failing to comply with 37 CFR 1.84(p)(5) because they include the following reference sign(s) not mentioned in the description:

Fig. 1 -- Reference Numbers 22, 24, 25, 32, 45, 51, 53, 54, 56, 60, 63, 68, 70

Fig. 2B -- Reference Number 125

Fig. 3 -- Reference Numbers 154, 160, 161

Fig. 5A -- Reference Number 203

Fig. 7 -- Reference Number 312

A proposed drawing correction, corrected drawings, or amendment to the specification to add the reference sign(s) in the description, are required in reply to the Office action to avoid abandonment of the application. The objection to the drawings will not be held in abeyance.

Specification

3. Applicant is reminded of the proper language and format for an abstract of the disclosure.

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The abstract should be in narrative form and generally limited to a single paragraph on a separate sheet within the range of 50 to 150 words. It is important that the abstract not exceed 150 words in length since the space provided for the abstract on the computer tape used by the printer is limited. The form and legal phraseology often used in patent claims, such as "means" and "said," should be avoided. The abstract should describe the disclosure sufficiently to assist readers in deciding whether there is a need for consulting the full patent text for details.

The language should be clear and concise and should not repeat information given in the title. It should avoid using phrases which can be implied, such as, "The disclosure concerns," "The disclosure defined by this invention," "The disclosure describes," etc.

4. The abstract of the disclosure is objected to because it is too long. Correction is required. See MPEP § 608.01(b).

5. The disclosure is objected to because of the following informalities:

(a) Acronyms should be written out fully, at least the first time they appear in the specification, in order to clarify what the acronyms truly refer to. For example, the following acronyms have not been adequately identified in the specification: BCAS (first appears on page 10), REGIS (first appears on page 11), CAPRI (first appears on page 11), CAS/CATEWAY (first appears on page 12), LMOS (first appears on page 12).

(b) The Applicant is reminded that although the use of trademarks is permissible in patent applications, the proprietary nature of the marks should be respected and every effort made to prevent their use in any manner which might adversely affect their validity as trademarks. Please appropriately identify all trademarks, if any, that appear in the specification. All trademarks should be capitalized wherever they appear and be accompanied by the generic terminology.

(c) The Applicant makes reference to an appendix in the following lines of the specification:

Page 13, lines 10-11, 18-19

Page 16, lines 2-3

Page 17, lines 5-6, 16-17

Page 20, lines 3-4

Page 24, lines 8-9

Page 25, lines 10-11

Page 26, lines 3-4

Page 27, lines 13-14

Page 28, lines 3-4

Applicant is reminded that appendices are limited to computer program listings; therefore, the present appendix is improper. Applicant has the option of incorporating the subject matter disclosed in the currently labeled "Appendix" into the specification and/or drawings (and correcting any present references to an appendix accordingly). Otherwise, this subject matter must be deleted since it does not qualify as a proper appendix. If the first option is chosen, Applicant is respectfully reminded to adhere to the requirements of a proper specification and drawings, including those set forth in 37 C.F.R. §§ 1.52, 1.58, and 1.84.

Appropriate correction is required.

Claim Rejections - 35 USC § 102

6. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

7. Claims 5, 6, 10-15, 22, 26-31, and 38 are rejected under 35 U.S.C. 102(a) as being anticipated by Inglesby ("MES: Who, When, and Why").

Inglesby discloses a system for use in managing a job, comprising:

[Claim 5] a job entry application for defining at least one task within the job (¶ 6);

a scheduling application for assigning personnel to the at least one task (¶ 6);

a materials management application for assigning personnel to the at least one task (¶ 6);

an interface for receiving updates on the status of the at least one task (¶¶ 6, 17, 28);

[Claim 6] further including a pricing application for assigning a cost to the at least one task (¶¶ 12, 17, 25, 28);

[Claim 10] wherein the job entry application is for configuring the at least one task into activities and for chronologically scheduling the activities based on desired

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completion dates of the activities (¶¶ 6, 11, 13 -- It is understood that the purpose of scheduling systems, such as those utilized in ERP systems, MRP systems, MES, or a combination thereof, is to properly schedule tasks such that task deadlines are met);

[Claim 11] wherein the pricing application is for assigning labor and material costs to the at least one task (¶¶ 12, 17, 25, 28);

[Claim 12] wherein the scheduling application is for assigning personnel to the at least one task based on worker profiles indicating the availability of the personnel (¶ 6 -- The “right workers” are chosen to participate in each stage of manufacture at the scheduled time);

[Claim 13] wherein the materials management application is for tracking materials within inventory (¶¶ 4-6, 13, 28, 39 -- This functionality is integral to MRP systems);

[Claim 14] wherein the materials management application is for assigning materials in inventory to the at least one task (¶¶ 4-6, 13, 28, 39 -- This functionality is integral to MRP systems);

[Claim 15] wherein the materials management application is for determining which materials are not within inventory and generating orders for the needed materials (¶¶ 4-6, 13, 28, 39 -- This functionality is integral to MRP systems).

[Claims 22, 26-31] Claims 22 and 26-31 recite limitations already addressed by the rejection of claims 5, 6, and 10-15 above; therefore, the same rejection applies.

[Claim 38] Claim 38 recites limitations already addressed by the rejection of claims 5, 6, and 10-15 above; therefore, the same rejection applies.

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8. Claims 39 and 40 are rejected under 35 U.S.C. 102(e) as being anticipated by Brown et al. (U.S. Patent No. 5,923,552).

As per claims 39 and 40, Brown's Integrated Work Activity Calendar automates the generation of bid requests via a General Transaction Services Subsystem and the acceptance or rejection of bids. Once bid requests are accepted, contracts are established using a Distributed Scheduling Subsystem. These contracts deal with the provision of labor and materials (col. 8, lines 1-34). Inherent to a legal contract involving the provision of labor and materials is the identification of contract work items and contractor information. Furthermore, since all bid requests and contract details are worked out automatically by network members via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template.

Claim Rejections - 35 USC § 103

9. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

10. Claims 7-9, 16-18, 23-25, and 32-34 are rejected under 35 U.S.C. 103(a) as being unpatentable over Inglesby ("MES: Who, When, and Why"), as applied to claims 5 and 22 above, in view of Brown et al. (U.S. Patent No. 5,923,552).

[Claims 7-9, 23-25] Inglesby does not explicitly disclose a bid and award application; however, Brown teaches a system and method for coordinating manufacturers' schedules with suppliers' schedules (abstract). Brown's Integrated Work Activity Calendar automates the generation of bid requests via a General Transaction Services Subsystem and the acceptance or rejection of bids. Once bid requests are accepted, contracts are established using a Distributed Scheduling Subsystem. These contracts deal with the provision of labor and materials (col. 8, lines 1-34). Inherent to a legal contract involving the provision of labor and materials is the identification of contract work items and contractor information. Furthermore, since all bid requests and contract details are worked out automatically by network members via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template. Brown states that the advantages of his invention include a synchronization of schedules that improves efficiencies across industries and an enhancement of the "flow of information among businesses without disrupting the autonomy of each business." (Col. 2, line 65 through col. 3, line 1). Inglesby's disclosed system addresses the improvement of efficiencies throughout a supply chain, which typically involves the synchronization of schedules and communication across various participants in the supply chain. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with Inglesby's disclosed system a bid and award application for generating bid packages for

the job and for receiving completed bids, the bid and award application for being used in the awarding of the job to a desired bidder (as per claims 7 and 23), a regional contracts application for providing a contract template for use by the bid and award application (as per claims 8 and 24), wherein the bid and award application is for generating the bid packages by adding contract work items and contractor information to the contract template (as per claims 9 and 25) in order to reap the benefits of Brown's invention, including a synchronization of schedules that improves efficiencies across Inglesby's supply chain participants and an enhancement of the flow of information among these participants without disrupting the autonomy of each participant.

[Claims 16-18, 32-34] Furthermore, Inglesby does not expressly teach a billing and report application; however, Brown discloses the tracking of completion of work stages or tasks, presumably by network members whose bids were accepted and for which contracts were granted (col. 8, lines 1-14). This information is integrated with the Integrated Accounting Subsystem, which automatically updates pertinent financial data, thereby eliminating the need for duplicate invoice entry, i.e., entry of the data by hand (col. 8, lines 15-24). By accepting bid requests, a contract is made and this contract reflects the contractor's acceptance of the associated work order (col. 8, lines 1-41). Additionally, Official Notice is taken that it is old and well-known in the art to withhold payment to a contractor until the contracted services are fulfilled. This helps to ensure that the entity paying for the requested services will indeed receive the promised services. Since the Integrated Accounting Subsystem gathers project management data, which includes data regarding completion of a work state or task, and also

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automates invoice entry, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to program Brown's billing and reporting application to send payment to contractors only after work orders have been reported and completed in order to help ensure that the entity paying for the requested services will indeed receive the promised services. Finally, both Brown and Inglesby address the improvement of efficiencies throughout a supply chain, which typically involves the synchronization of schedules and communication across various participants in the supply chain. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with Inglesby's disclosed system a billing and reporting application for receiving input from contractors as to completed tasks (as per claims 16 and 32), wherein the billing and reporting application includes a work order to be provided to contractors so that the contractors can acknowledge acceptance of the work order (as per claims 17 and 33), and wherein the billing and reporting application is for ensuring that only the work orders that were reported and completed are sent for payment (as per claims 18 and 34) in order to reap the benefits of Brown's invention, including a synchronization of schedules that improves efficiencies across Inglesby's supply chain participants and an enhancement of the flow of information among these participants without disrupting the autonomy of each participant. Also, such an arrangement helps to ensure that the entity paying for the requested services will indeed receive the promised services.

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11. Claims 19-21 and 35-37 are rejected under 35 U.S.C. 103(a) as being unpatentable over Inglesby ("MES: Who, When, and Why"), as applied to claims 5 and 22 above.

[Claims 19, 35] Inglesby does not explicitly disclose an inspection application for random sampling of the completed at least one task; however, the Examiner takes Official Notice that quality control is very old and well-known in the art of supply chain management. Random sampling is a commonly used quality control which assists an organization in estimating how many defective items are being produced and at what cost to the organization. By understanding the organization's level of quality, the organization is better able to reduce errors in manufacturing, thereby increasing customer satisfaction and reducing costs typically associated with the production of defective items. Inglesby is directed toward the monitoring of a manufacturing environment in order to make the overall supply chain associated with the manufacturing environment more efficient; therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with the overall monitoring system disclosed by Inglesby an inspection application for random sampling of the completed at least one task in order to assist organizations in better reducing errors in manufacturing, thereby increasing customer satisfaction and reducing costs typically associated with the production of defective items.

[Claims 20, 36] Inglesby discloses a system for tracking labor costs and the completion of tasks (¶¶ 6, 12, 17, 25, 28), yet Inglesby does not expressly teach a

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workstation application for providing an interface through which employees can enter their time worked and completed tasks. However, Official Notice is taken that it is old and well-known in the art for a company/organization to provide an interface to its employees to enter their time worked and completed tasks. This information is crucial to payroll purposes and for assessing the overall financial state of the company/organization. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to integrate with Inglesby's overall monitoring system a workstation application for providing an interface through which employees can enter their time worked and completed tasks in order to assist a company/organization in efficiently gathering labor data for payroll purposes (e.g., to prepare paychecks for its employees) and for assessing the overall financial state of the company/organization, thereby facilitating identification of any economic inefficiencies within the supply chain.

[Claims 21, 37] Inglesby's disclosed system allows one to access information regarding the real-time status of various stages of the supply chain, such as the status of a work order (¶ 11); however, Inglesby does not expressly disclose a management reports application for providing management reports and printouts. Official Notice is taken that it is old and well-known in the art to provide status reports via printouts. This enables one to create a permanent and conveniently accessible record on which one may make pertinent notes by hand. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to integrate with Inglesby's disclosed system a management reports application for

providing management reports and printouts in order to provide management with a permanent and conveniently accessible record on which one may make pertinent notes by hand.

12. Claims 41 and 42 are rejected under 35 U.S.C. 103(a) as being unpatentable over Brown et al. (U.S. Patent No. 5,923,552), as applied to claim 40 above.

As per claims 41 and 42, Brown's Integrated Work Activity Calendar automates the generation of bid requests via a General Transaction Services Subsystem and the acceptance or rejection of bids. Once bid requests are accepted, contracts are established using a Distributed Scheduling Subsystem. These contracts deal with the provision of labor and materials (col. 8, lines 1-34). Inherent to a legal contract involving the provision of labor and materials is the identification of contract work items and contractor information. Furthermore, since all bid requests and contract details are worked out automatically by network members via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template.

Regarding claim 41, Brown states that bid requests are either accepted or rejected, but he does not expressly teach the notification of contractors that were not awarded the contract. Official Notice is taken that it is old and well-known in the art of bidding to notify contractors that were not awarded the contract. This is a common courtesy that allows the contractors to freely bid on other contracts that may have been

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scheduled for the same or overlapping time period of the rejected contract. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with Brown the step of notifying contractors that were not awarded the contract as a courtesy to allow the contractors to freely bid on other contracts that may have been scheduled for the same or overlapping time period of the rejected contract.

Regarding claim 42, Brown does not expressly teach the use of a data processor for communicating with contractors including copying, encrypting, sending, and printing the bid package. However, Official Notice is taken that it is old and well-known in the art of bidding to copy, send, and print bid packages. This provides contractors with the necessary information to thoroughly assess the conditions of the bid. Furthermore, Official Notice is taken that it is old and well-known in the art to encrypt data in order to protect the confidentiality of the data. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with Brown the use of a data processor for communicating with contractors including copying, encrypting, sending, and printing the bid package in order to provide contractors with the necessary information to thoroughly assess the conditions of the bid while protecting the confidentiality of the data.

Conclusion

13. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Susanna M. Diaz whose telephone number is (703) 305-1337. The examiner can normally be reached on Monday-Friday, 9 am - 5 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on (703) 305-9643.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Receptionist whose telephone number is (703)308-1113.

Effective May 1, 2003, any response to this action should be mailed to:


**Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450**

or faxed to:

(703)305-7687 [Official communications; including
After Final communications labeled
"Box AF"]

(703)746-7048 [Informal/Draft communications, labeled
"PROPOSED" or "DRAFT"]

Hand delivered responses should be brought to Crystal Park 5, 2451 Crystal Drive, Arlington, VA, 22202, 7th floor receptionist.


Susanna M. Diaz
Patent Examiner
Art Unit 3623
May 1, 2003